

RESTON PROPERTY INVESTORS LIMITED PARTNERSHIP

7601 Lewinsville Road

Suite 250

McLean, Virginia 22102

May 21, 1997

SkateNation of Reston, LLC
Suite 3900
181 Bay Street
Toronto, Ontario M5J2T3
Attention: Mr. Craig Geier

Re: Reston Ice Forum, Reston, Virginia

Dear Mr. Geier:

We understand that SkateNation of Reston, LLC ("SkateNation") is proceeding to acquire, among other things, an assignment of the interest of the tenant under the Deed of Lease dated as of July 22, 1993 (the "Lease") between Reston Property Investors Limited Partnership (the "Landlord") and Reston Ice Forum, L.P. (the "Existing Tenant"). The premises demised under the Lease are located at 1800 Michael Faraday Court in Reston, Fairfax County, Virginia, and are also known as Fairfax County Tax Map Parcel 18-3-((5))-9 (the "Premises").

The Landlord is the permittee under Special Permit Amendment No. 80-C-091-1, issued by the Board of Zoning Appeals on September 15, 1992 for commercial recreation facilities on the Premises (the "Special Use Permit").

This letter will confirm our agreement as follows:

1. If any governmental agency having jurisdiction claims that the lawful use and operation of the Premises in accordance with the Lease requires that the Special Use Permit be held jointly in the name of Landlord and SkateNation and brings an enforcement action to such effect, and if there is a final determination in such action in favor of such governmental agency's position, Landlord shall immediately cooperate with SkateNation in causing the Special Use Permit to be jointly issued to Landlord and SkateNation. Such cooperation shall include the prompt execution and delivery of a letter substantially in the form attached hereto as Exhibit A. SkateNation agrees that upon the expiration or termination of the Lease in accordance with its terms, or in the event of default by SkateNation under the Lease

which is not cured within any applicable cure period and which would give Landlord the right to terminate the Lease and retake possession of the Premises, SkateNation (i) shall have no further interest in or to the Special Use Permit, and (ii) shall promptly execute such documents and take such action as may reasonably be requested by Landlord to confirm the same and to effect the transfer of all right, title and interest of SkateNation in the Special Use Permit back to Landlord.

2. Within two years from its acquisition of the interest of the Existing Tenant under the Lease, SkateNation shall spend at least \$400,000 on capital improvements to the Premises ("Capital Improvements"), subject to the following: (a) the approval of the Landlord to the Capital Improvements to the extent that such approval is required under the terms of the Lease, which approval shall not be unreasonably withheld or delayed; (b) the performance by the Landlord of its obligations under the Lease and this Letter Agreement; (c) the issuance of all licenses, permits and approvals necessary in connection with the Capital Improvements and operation of the Premises; and (d) delays caused by events beyond the reasonable control of SkateNation. A list of capital improvements currently under consideration by SkateNation is attached as Exhibit B. *if required pursuant to Paragraph 1 above,*

This agreement may be amended only in writing and shall inure to the benefit of and be binding upon our respective successors and assigns.

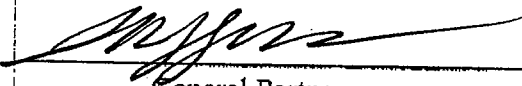
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Please sign below to indicate your agreement to the foregoing provisions.

Very truly yours,

RESTON PROPERTY INVESTORS
LIMITED PARTNERSHIP,
a Virginia limited partnership

By



General Partner

ACCEPTED

SKATENATION OF RESTON, LLC

By _____

SkateNation, Inc. hereby guarantees the obligation of SkateNation of Reston, LLC
set forth in the last sentence of Paragraph 1 above.

SkateNation, Inc.

By: _____

Exhibit A

Reston Property Investors Limited Partnership
7601 Lewinsville Road
Suite 250
McLean, Virginia 22102

[date]

Mr. _____
Chairman, Board of Zoning Appeals
Suite 800
12055 Government Center Parkway
Fairfax, VA 22035

Dear Mr. _____:

The undersigned is the owner of the property located at 1800 Michael Faraday Court in Reston, Fairfax County, Virginia (the "Property"). The Property is known as Fairfax County Tax Map Parcel 18-3-((5))-9, and is the site of the Reston Ice Forum.

The undersigned is also the permittee under Special Permit Amendment No. 80-C-091-1, issued by the Board of Zoning Appeals on September 15, 1992 for commercial recreation facilities on the Property (the "Special Use Permit").

SkateNation of Reston, L.L.C. ("SkateNation") owns a leasehold interest in the Property, and in connection therewith is requesting that the Special Use Permit be issued in the name of both the undersigned and SkateNation.

This letter confirms that the undersigned consents to the request being made by SkateNation to transfer the permittee under Special Permit Amendment No. 80-C-091-1 from the undersigned to the undersigned and SkateNation. The undersigned further agrees to abide by the conditions of approval established by the Board of Zoning Appeals in connection with its approval of Special Permit Amendment No. 80-C-091-1.

Sincerely,

Reston Property Investors
Limited Partnership

By: _____
Title: General Partner

STATE OF _____

CITY/COUNTY OF _____

The foregoing instrument was acknowledged before me in the City/County of _____, Virginia this _____ day of _____, 1997, by _____, as general partner of Reston Property Investors Limited Partnership, a _____ limited partnership, on behalf of the limited partnership.

My commission expires: _____

Notary Public

0294470.01

Exhibit B

NOTE: The following list of improvements represents the Purchaser's proposed improvements of Reston Ice Forum. These improvements have not been fully designed and, therefore, are subject to change based on code requirements, ability to build, cost and Purchaser's final approval. Costs are estimates based on no specific design and, therefore, are subject to change.

Item	Estimated Cost
Desiccant dehumidification (One Munster's A-30 located at exterior with duct to both rinks)	\$75,000
Olympic rink locker rooms (make current locker room/office area into four locker rooms using existing rest room/shower facilities)	35,000
NHL rink locker rooms (make current locker room/rest room area into three locker rooms using existing rest room/shower facilities)	30,000
Heat in rinks (add two - one per rink - 200,000+ BTU gas unit heaters; add wall and door between Zamboni bays)	30,000
Sire flags (add flag poles and flags along front of building to create better entrance experience)	10,000
Concession upgrade (improve concession with new equipment packages, furniture and signage)	40,000
Cosmetic improvements (may include repainting of exterior walls, adding new interior signage and flagging, adding additional interior lighting, replacing flooring in some areas, etc.)	30,000
Entry improvements* (currently under investigation, this may include limited demolition and substantial build-out of common area and mezzanine to develop one space by eliminating glazing between spaces, making ceilings uniform, adding stairs from the common area to mezzanine, etc.)	70,000
New rubber flooring (replace flooring in rinks and common area with upcycled rubber flooring product)	65,000
Other (may include filament netting, bleacher seating upgrade, Zamboni improvements, other unidentified items)	15,000
TOTAL:	\$400,000

* Currently under investigation as to code issues, ability to build and cost effectiveness.